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Attorneys for Plaintiff  
SUNBEAM PRODUCTS, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CW

CV 08

0367

FIRE INSURANCE EXCHANGE,  
Plaintiff,

v.

SUNBEAM PRODUCTS, INC. and  
DOES 1 through 10, inclusive,  
Defendants.

No.

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. SECTION 1441(a) BY  
DEFENDANT SUNBEAM PRODUCTS,  
INC.**

Complaint Filed: November 28, 2007

TO THE CLERK OF THE UNITED STATES DISTRICT COURT, NORTHERN  
DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION; PLAINTIFF FIRE  
INSURANCE EXCHANGE; AND PLAINTIFF'S COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, 1446,  
defendant Sunbeam Products, Inc. ("Sunbeam"), hereby removes to this Court the state-  
court action described herein. Removal is based on the existence of federal diversity  
jurisdiction under 28 U.S.C. § 1332(a), because the parties to the action are completely  
diverse and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive  
of interests and costs.

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NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. SECTION 1441(A) BY DEFENDANT SUNBEAM PRODUCTS, INC.

1 Sunbeam states the following grounds for removal:

2 1. This civil action was commenced and is pending in the Superior Court of  
3 the State of California, Alameda County, a court located within this District, under Docket  
4 Number RG07353222. *See* 28 U.S.C. § 1441(a); N.D. Cal. Local R. 3-2(d).

5 2. The Summons and First Amended Class Action Complaint ("Complaint")  
6 in this action, dated November 26, 2007, were served upon Sunbeam on or about  
7 December 20, 2007. True copies of the Summons and Complaint, as served on Sunbeam,  
8 are attached to the Declaration of S. Mark Varney, filed and served herewith, as  
9 Exhibit A.

10 3. Sunbeam files this Notice of Removal within 30 days of service of the  
11 Summons and Complaint.

12 4. This Court has jurisdiction of this action under the provisions under 28  
13 U.S.C. § 1332(a), because the parties to the action are completely diverse and the matter  
14 in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs.

15 5. On information and belief, both at the time this action was filed and at the  
16 time of removal, plaintiff Fire Insurance Exchange was, and still is, a corporation existing  
17 under the laws of the state of Nevada, with its headquarters and principal place of business  
18 in Los Angeles, California. (Declaration of S. Mark Varney at ¶¶ 4, 5, & 6, and Exhibits  
19 B, C, & D thereto.) Accordingly, pursuant to 29 U.S.C. § 1332(c), Fire Insurance  
20 Exchange is a citizen of Nevada and California for purposes of diversity jurisdiction under  
21 28 U.S.C. § 1332(a).

22 6. Both at the time this action was filed and at the time of removal,  
23 Sunbeam was, and still is, incorporated under the laws of the state of Delaware, with its  
24 headquarters and principal place of business in Florida. Accordingly, pursuant to 29  
25 U.S.C. § 1332(c), Sunbeam is a citizen of Delaware and Florida for purposes of diversity  
26 jurisdiction under 28 U.S.C. § 1332(a).

1           7. In light of the different citizenship of plaintiff Fire Insurance Exchange  
2 and defendant Sunbeam, the two parties to this lawsuit, there is complete diversity within  
3 the meaning of 29 U.S.C. § 1332(a).

4           8. In the Complaint in this case, plaintiff alleges that defendant "Sunbeam  
5 Products, Inc., negligently manufactured and/or designed [an] electric blanket in such a  
6 way as to cause a fire at the above-mentioned premises, which resulted in damages to the  
7 premises."

8           9. In the Complaint, plaintiff's prayer seeks compensatory damages and  
9 recovery of any amounts paid by plaintiff to the owner of the allegedly damaged property  
10 under a contract of insurance between plaintiff and the property owner.

11           10. Based on the allegations of the Complaint, plaintiff's prayer for relief,  
12 and the representation by counsel for Fire Insurance Exchange that property damages in  
13 this case amount to approximately \$100,000.00, Sunbeam is informed and believes that  
14 the value of the matter in controversy exceeds \$75,000.00, exclusive of interest or costs.  
15 28 U.S.C. §§ 1332(a). (Declaration of S. Mark Varney at ¶ 7.)

16           11. Concurrent with the filing of this Notice, Sunbeam will file a copy of this  
17 Notice of Removal with the Clerk of the Alameda County Superior Court.

18           12. Other than the documents attached to the Declaration of S. Mark Varney  
19 as Exhibit A, no pleadings, process, orders or other documents in the case have been  
20 served or otherwise received by Sunbeam or, to Sunbeam's knowledge, are presently on  
21 file in the state court. In the event that such filings come to Sunbeam's attention, true and  
22 legible copies of such filings will immediately be filed with this Court.

1           WHEREFORE, notice is given that this action is removed from the Superior  
2 Court of California, Alameda County, to the United States District Court for the Northern  
3 District of California, San Francisco Division.

4  
5 Dated: January 18, 2008

Respectfully submitted,

6 CARROLL, BURDICK & McDONOUGH LLP

7  
8 By 

S. Mark Varney

9 Attorneys for Defendant Sunbeam Products, Inc.

**CERTIFICATION OF INTERESTED ENTITIES OR PERSONS**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding: Sunbeam Products, Inc.; Jarden Corporation.

Dated: January 18, 2008 Respectfully submitted,

CARROLL, BURDICK & McDONOUGH LLP

By



S. Mark Varney

Attorneys for Defendant Sunbeam Products, Inc.